

CONRAIL

6-357AD28  
DEC 22 1976  
10340  
CC Washington, D. C.

FEE OPERATION BR  
I.C.C.

DEC 22 12 02 PM '76

RECEIVED

December 17, 1976

Mr. Robert L. Oswald  
Secretary, Interstate  
Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. 8622  
Filed & Recorded

DEC 22 1976 12 10 PM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

Will you please record, as provided in Section 20c of the Interstate Commerce Act, Amendment Agreement dated as of December 15, 1976 among the parties set forth below to Lease of Railroad Equipment dated October 1, 1965. <sup>Six</sup> Four counterpart originals of the document are enclosed with this letter of transmittal, together with a check in the amount of \$10.00.

The information required for such recordation by order of the Interstate Commerce Commission is as follows:

Section 1116.4(b) The names and addresses of the parties to the transaction:

Lessor: General Electric Company  
2901 East Lake Road  
Erie, Pa. 16501

Lessees: Consolidated Rail Corporation  
1138 Six Penn Center Plaza  
Philadelphia, Pa. 19104  
(Successor in interest to the  
Trustees of the property of The  
New York, New Haven and Hartford  
Railroad Company, Debtor)

Section 1116.4(c) - Description of the equipment:

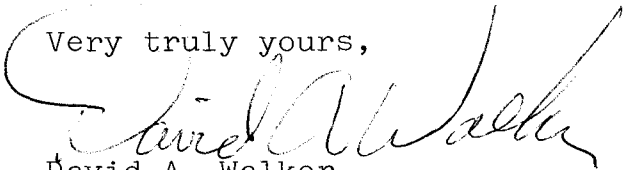
<u>Type</u>	<u>A.A.R. Mechanical Designation</u>	<u>No. of Units</u>	<u>Marked</u>	<u>Numbers (Inclusive)</u>
2500 H.P. diesel electric road switching locomotives	BB	15	PC or Conrail	2670 2672 to 2685

Section 1116.4(e) - The Lease and supplement were filed with the Interstate Commerce Commission as follows:

<u>Document</u>	<u>Date</u>	<u>Recordation Number</u>	<u>Date Filed</u>
Lease	10/1/65	<del>3257</del> 3527	10/20/65
Supplement	3/30/73	<del>3257-A</del> 3527-A	4/19/73

Section 1116.4(f) - <sup>Four</sup> ~~Two~~ counterpart originals of documents being recorded should be returned to the undersigned at Consolidated Rail Corporation, 1138 Six Penn Center Plaza, Philadelphia, Pennsylvania, 19104, in the hands of the messenger presenting this.

Very truly yours,

  
David A. Walker  
Assistant Corporate Counsel

DAW:smg

Enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

12/22/76

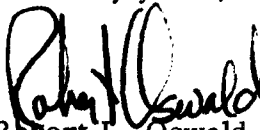
**OFFICE OF THE SECRETARY**

David A. Walker  
Consolidated Rail Corp.  
1138 Six Penn Center Plaza  
**Phila. Pa. 19104**

Dear Sir:

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 12/22/76 at 12:10pm,  
and assigned recordation number(s) 8622

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

AMENDMENT TO CONDITIONAL SALE AGREEMENT

AMENDMENT AGREEMENT, dated as of December 15, 1976, among  
GENERAL ELECTRIC COMPANY (Vendor) and CONSOLIDATED RAIL CORPORATION,  
(Railroad).

RECORDATION NO. 8622 Filed & Recd

DEC 22 1976 12 12 PM

INTERSTATE COMMERCE COMMISSION

WHEREAS, Vendor and the Trustees of the property of The New  
York, New Haven and Hartford Railroad Company (New Haven), Debtor,  
entered into a Conditional Sale Agreement dated as of October 1, 1965  
(as amended, the "Conditional Sale Agreement"); and

WHEREAS, Vendor and the Trustees of the property of Penn Central  
Transportation Company, Debtor, (Penn Central) as successor in interest  
to New Haven have entered into a Supplemental Agreement dated as of  
March 30, 1973, providing for a change in the road numbers of the  
locomotives; and

WHEREAS, a unit of the Equipment bearing Road Number 2671 was  
damaged beyond economical repair in an accident on February 4, 1976  
(The Casualty Occurrence).

WHEREAS, the Penn Central complied fully with the provision of  
Article 7 of the Conditional Sale Agreement as it pertains to The  
Casualty Occurrence; and

WHEREAS, on April 1, 1976, Penn Central assigned all of its  
rights under the Conditional Sale Agreement and in the units of  
railroad equipment covered thereby to the Railroad.

WHEREAS, the parties hereto now desire to amend the provision  
of Article 7 pertaining to Casualty Occurrences; and

WHEREAS, the parties hereto desire that this Amendment apply retroactively to The Casualty Occurrence.

NOW, THEREFORE, in consideration of the mutal covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Railroad shall be the conditional vendee under the Conditional Sale Agreement, and the word Railroad will be considered to have replaced the word Trustees whenever used in the Conditional Sale Agreement.
2. The third, fourth, fifth, sixth, seventh and eighth paragraphs of Article 7 are deleted and replaced by the following:

In the event that any unit of Equipment shall be or become worn out, lost, stolen, destroyed, or in the opinion of the railroad, irreparably damaged or otherwise rendered permanently unfit or unsuitable for use from any cause whatsoever, or taken or requisitioned by condemnation or otherwise (such occurrence being hereinafter called Casualty Occurrences) prior to the payment of the full indebtedness in respect of the Purchase Price of the Equipment, together with interest thereon and all other payments required hereby, the Railroad shall promptly (after knowledge of such Casualty Occurrence) and fully inform the Vendor in regard thereto. On the next succeeding payment date, the Railroad shall pay to the Vendor a sum equal to the Casualty Value (as hereinafter defined in this Article 7) of such unit suffering a Casualty Occurrence as of the date of such payment and shall file, or cause to be filed, with the Vendor a certificate setting forth the Casualty Value of such unit. Any money paid to the Vendor pursuant to this paragraph shall be applied (after payment of the interest and principal due on such date) to prepay without penalty or premium the Unit Purchase Price, and the Railroad will, at its own expense promptly furnish the Vendor a revised schedule of payments of principal and interest thereafter to be made, in such number of counterparts as the Vendor may request, calculated as provided in the third paragraph of Article 3 hereof, so that the remaining payments shall be substantially the same proportion as the quarterly payments under Article 3 hereof.

Upon payment by the Railroad to the Vendor of the Casualty Value of any Unit which it has purchased which has suffered a Casualty Occurrence, absolute right to the possession of, title to and property in such Unit shall pass to and vest in the Railroad without further transfer or action on the part of the Vendor, except that the Vendor, if requested by the Railroad will execute and deliver to the Railroad a bill of sale and all appropriate instruments confirming such passage to the Railroad of all the Vendor's right, title and interest in such Unit, in recordable form, in order that the Railroad may make clear upon the public records the title of the Railroad to such Unit.

The Casualty Value of each Unit suffering a Casualty Occurrence shall be deemed to be that portion of the original Unit Purchase Price remaining unpaid on the date as of which such Casualty Value shall be determined, plus interest accrued thereon but unpaid as of such date; provided, however, that in determining the portion of the original Unit Purchase Price of such Unit, no effect shall be given for any prepayment or prepayments previously made under this Article 7 with respect to any other Casualty Occurrence or Casualty Occurrences.

3. Since it is the intent of the parties hereto that The Casualty Occurrence be governed by the amended Article 7, on December 23, 1976 (maturity date of U. S. Treasury Bill purchased as indicated above) Vendor will remit to the Railroad the sum of \$250 853.87 plus the interest of \$3 439.79 earned from September 9 to December 23, 1976 on that amount; minus the sum of \$48 151.46 (the casualty value of Unit number 2671 after payment of the regular quarterly payment due December 1, 1976) minus the interest from December 1, 1976 to December 23, 1976 on the sum of \$48 151.46.

4. This Amendment Agreement shall be filed and recorded with the Interstate Commerce Commission under Section 20c of the Interstate Commerce Act.

5. Except as amended hereby, the Conditional Sale Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this  
Amendment Agreement to be duly executed as of the date first above  
written.

Attest:

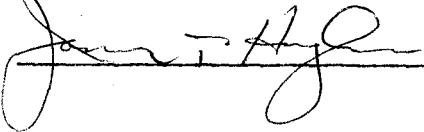
  
ASSISTANT SECRETARY

CONSOLIDATED RAIL CORPORATION

By

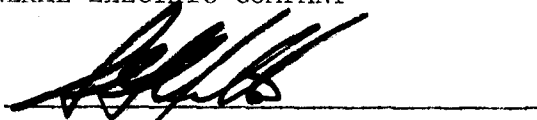
  
VICE PRESIDENT

Attest:



GENERAL ELECTRIC COMPANY

By

  
S.G. Hamilton  
General Manager  
Locomotive Department

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF PHILADELPHIA :

On this 21<sup>st</sup> day of December, 1976, before me personally appeared Robert V. Wadden, to me personally known, who, being by me duly sworn, says that he is Vice President of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Charles E. Casel, Jr.

Notary Public

Notary Public, Philadelphia, Philadelphia Co.

My Commission Expires July 14, 1979

My Commission Expires

July 14, 1979



COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF ERIE :

On this 16th day of December, 1976, before me personally appeared S. G. Hamilton, to me personally known, who, being by me duly sworn, says that he is General Manager Locomotive Department of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the forgoing instrument was the free act and deed of said corporation.

Margaret M. Frew  
Notary Public

My Commission Expires

MARGARET M. FREW, NOTARY PUBLIC  
ERIE, ERIE COUNTY, PENNSYLVANIA  
MY COMMISSION EXPIRES JUNE 7, 1980

\_\_\_\_\_